Invitation to Bid Medical Cr of LA at NO-Charity BIDS WILL BE PUBLICLY OPENED: July 13,2011 02:00 PM VENDOR NO. Sciences SOLICITATION : 009663 Return Bid in Envelope/Labels Provided to: Center OPENING DATE : 07/13/2011 Purchasing Department **Purchasing Department** PO BOX 53455 New Orleans LA 70153-3455 : Hicks, Sharleen L BUYER PHONE : 504/903-5131 DATE ISSUED : 06/10/2011 REQ. NO : 0078275 FISCAL YEAR : 2012 Valet Parking 6-29334-12 INSTRUCTIONS TO BIDDERS 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. FILL IN ALL BLANK SPACES. 3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS 5. SPECIFY YOUR PAYMENT TERMS: . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS BY SIGNING THIS BID. THE BIDDER CERTIFIES: * THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA). * THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED. * THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION. THE BIDDER FURTHER CERTIFIES: * COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS. * THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. * THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID. * THAT IF MY BID IS ACCEPTED WITHIN DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION). * DELIVERY WILL BE MADE WITHIN ______ DAYS AFTER RECEIPT OF ORDER.

TITLE

NAME OF BIDDER

(TYPED OR PRINTED)

DATE

VENDOR PHONE NUMBER:

SIGNATURE OF AUTHORIZED BIDDER

FAX NUMBER:

(MUST BE SIGNED)

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- 6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE
- 7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.
- 8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
- 9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
- 10.INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.
- 11.BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
- 12.STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.
- 13.DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFU BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.
- 14.BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.
- 15.AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.
- 16.PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,

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BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

- 17. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.
- 18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.
- 19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.
- 20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.
- 21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.
- 22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.
- 23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.
- 24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.
- 25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID
- 26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,

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EXTENT OF THE FAULT OF THE CONTRACTOR THE CONTRACTOR SHALL HAVE NO OBLIGAT ACTION FROM BODILY INJURY, DEATH OR UNIVERSITY, ITS OFFICERS, ITS AGENTS 27. INTERPRETATION OF DOCUMENT: ANY INT BE MADE BY AN ADDENDUM ISSUED IN WRI BE MAILED OR DELIVERED TO EACH PERSO QUOTATION DOCUMENTS. LSUHSC WILL NO INTERPRETATION OF THE DOCUMENTS. 28. ACCEPTANCE OF BID: ONLY THE ISSUANC ACCEPTANCE ON THE PART OF LSUHSC. 29. ADHERENCE TO JCAHO STANDARDS: WHERE COMMISSION ON ACCREDITATION OF HEALT SUBCONTRACTORS, AND VENDORS AGREE TO COMMISSION. 30. PREFERENCE: IN ACCORDANCE WITH LOUI ALLOWED FOR PRODUCTS MANUFACTURED, F QUALITY. DO YOU CLAIM THIS PREFEREN SPECIFY THE LINE NUMBER (S) SPECIFY LOCATION WITHIN LOUISIANA WR GROWN OR ASSEMBLED (NOTE: IF MORE SPACE IS REQUIRED, I DO YOU HAVE A LOUISIANA BUSNIESS WOR IF SO, DO YOU CERTIFY THAT AT LEAST COMPRISED OF LOUISIANA RESIDENTS? Y FAILURE TO SPECIFY ABOVE INFORMATION PREFERENCES SHALL NOT APPLY TO SERVI 31. SIGNATURE AUTHORITY. IN ACCORDANCE BID MUST BE: 31.1. A CURRENT CORPORATE OFFICER, PA AUTHORIZED TO SUBMIT A BID AS R SECRETARY OF STATE; OR 31.2. AN INDIVIDUAL AUTHORIZED TO BIN RESOLUTION, CERTIFICATE OR AFFI 31.3. AN INDIVIDUAL LISTED ON THE STA EXECUTE BIDS. BY SIGNING THE E EXEC	TERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY STING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL ON RECEIVING A SET OF THE ORIGINAL BID OR OT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR THE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES E APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT THOCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, OF ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE ESIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL ONCE? YESNO HERE THIS PRODUCT IS MANUFACTURED, PRODUCED, THE OF YOUR LOUISIANA WORKFORCE IS ONE OF YOUR LOUI

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FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.

- 32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.
- 32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.
- 32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.
- 32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.
- 32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.
- 32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.
- 32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.
- 32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.
 - 32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.
- 32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.
- 32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE, THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.

HCSD COMPLIANCE OFFICE 225-922-0572

COMPLIANCE ACCESS LINE AT 1- 800-735-1185.

- 32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.
 - 32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT

HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.

- 33. CORPORATE BUSINESS INTEREST
- 33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD.

 ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION

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SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.

- 33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCSD PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCSD PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.
- 33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCSD.

WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: HTTP://WEBDEV.LSUHSC.EDU/HCSD/HIPAA/.

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AWARD TO BE MADE ON AN ALL-OR-NONE BASIS.

INSURANCE REQUIREMENTS: (Revised September 20, 2004)

CONTRACTOR'S LIABILITY INSURANCE

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

WORKERS' COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKERS' COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYEES EMPLOYEE ENGAGED IN HAZARDOUS WORK UNDER THE WORKERS' COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABLITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

SERVICE MUST BE SATISFACTORY; OTHERWISE, CONTRACT WILL BE CANCELLED UPON WRITTEN NOTICE FROM LSUHSC THIRTY (30) DAYS BEFORE DISCONTINUANCE OF SERVICE.

AT THE OPTION OF LSUNSC AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR ADDITIONAL PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED THIRTY-SIX (36) MONTHS.

THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHSC TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF LSUHSC MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER MUST SIGN IN INK

A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON JUNE 23, 2011 AT 9:30 AM IN ROOM 108 OF THE DELGADO BUILDING AT 1541 TULANE AVE, NEW ORLEANS, LOUISIANA 70112. FOR DIRECTIONS YOU MAY CONTACT LAURIE LOMBARD SMITH AT 504-903-2721

BIDS WILL ONLY BE CONSIDERED FROM VENDORS WHO HAVE ATTENDED THE PRE-BID CONFERENCE. OF VENDOR

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FEATURES OF THE SPECIFICATIONS THAT APE FAILURE TO DO SO WILL BE INTERPRETED TO A MANDATORY WALK THRU WILL FOLLOW THE THE VENDOR WILL HAVE SIGNED IN PRIOR TO THE VENDOR HAS VISITED THE JOB SITE AND IS FAMILY SPECIFICATIONS FOR THIS PROJECT. FAILURE TO INVOICES WILL BE SUBMITTED BY THE CONTRACTOR THE DELIVERY TICKET NUMBER, DELIVERY DATE, I AND DELIVERY POINT. A SEPARATE INVOICE FOR BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO INVOICES SHALL SHOW THE AMOUNT OF ANY CASH INVOICE FORM. THE STATE OF LOUISIANA RESERVES THE RIGHT TO NOTICE. THIS SIGNED STATEMENT CERTIFIES THAT THE VENT					
VENDOR'S COMPANY NAME	HOSPITAL'S NAME				
VENDOR'S SIGNATURE CONTRACT WILL BE VALID FROM DATE OF AWARD TH Agency File 6-29334-2	HOSPITAL'S SIGNATURE HRU JUNE 30, 2012.				

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	ATE : 07/13/2011 TIME: 02:00 PM LESS SPECIFIED ELSEWHERE SHIP TO:					
ON		6 Gravier Street				
		v Orleans LA 70112				
Line	Description			Unit Price Extended Amount		
No.	VALET PARKING SERVICE F	OR HANDICAPPED	12.00 MC			
-	PATIENTS RECEIVING CARE					
	TAYLOR SITE, 1400 POYDR		PER CONTRACTOR CONTRAC			
	ORLEANS, LOUISIANA 7011					
	APPROXIMATELY 35-45 PAT MONDAY-FRIDAY; 7:30 A.M					
	P.M. SEE DETAILED SPECI					
	ATTACHED.					
	Specify brand, model bid(if application)	able)				
2	PRICE PER EACH ADDITION	AL VALET PER	240.00 DA	Y		
	INCREASE OF 10 PATIENTS	/VEHICLES.				
	Specify brand, model bid(if application)	able)				
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	COMPLETE SPECIFICATIONS	ATTACHED				
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1. INTRODUCTION

- 1.1 The Medical Center of Louisiana (MCL) comprises of the University Hospital site located at 2021 Perdido Street; the DePaul Campus located at 1140 Calhoun Street; the University Medical Office Building. Located at 2025 Gravier Street; the Ambulatory Clinics located at 1400 Poydras; and any auxiliary buildings in which official MCL business may be conducted.
- **1.2** For the purpose of this document, the terms "vendor", "bidder", and "contractor" are interchangeable.
- 1.3 This contact will be effective from the date of award and will continue until June 30, 2012. At the option of MCL and acceptance by the contractor, this contract may be extended for additional twelve (12) month periods according to the terms, conditions and process specified herein, not to exceed thirty-six (36) months. This contact may be terminated by either party upon giving thirty (30) days advance written notice to the other party but in no case shall continue beyond the specified termination date.

2. SCOPE OF SERVICES TO BE PROVIDED

- 2.1 MCL is seeking a single vendor to provide complimentary, professional valet parking service from 7:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays (holidays defined on Attachment I), to patients with a mobility impaired license plate, a mobility impaired placard and patients in need of a wheelchair, walker, crutches or cane presenting for medical care at Lord and Taylor site located at 1400 Poydras upon arrival and departure.
- **2.2** The vendor shall provide a uniformed valet attendant that shall:
 - **2.2.1** assume custody of the guest's automobile from the designated area located at the Lord and Taylor site entrance
 - **2.2.2** assign a unique numbered valet ticket for each automobile accepted by the vendor
 - **2.2.3** identify an available parking space within the parking location designated by MCL
 - 2.2.4 use the designated parking gate card to access and exit the parking location designated by MCL. The same gate card must be used upon entrance and exit. If the entrance/exit

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circle is not completed, the gate card will be rendered inoperable. If this occurs, the valet vendor must work with the parking vendor personnel to reactivate the gate cards. There may be a fee associated with reactivation.

- 2.2.5 safely park and lock the guest's automobile and enclose each guest's automobile key(s) into a locked key box provided and monitored by the vendor
- 2.2.6 upon the receipt of the assigned valet ticket from each guest, the vendor shall retrieve the appropriate automobile within 8 to 10 minutes (depending on traffic conditions)
- **2.2.7** return each guest's automobile and the appropriate automobile key(s) to the designated individual that submitted the valet ticket, as required
- 2.2.8 if applicable, an attendant of the vendor shall accompany each guest that utilizes the valet parking service to the designated door of the Lord and Taylor site with a vendor provided umbrella during inclement weather conditions
- 2.2.9 assist any guest using the valet parking service requiring physical assistance into and/or out of the Lord and Taylor site to his/her automobile. MCL does not have any specific training for this service.
- **2.2.10** cordially greet each guest using the valet parking service after opening his/her automobile door upon arrival and prior to closing his/her automobile door upon departure.
- **2.3** The vendor shall provide:
 - **2.3.1** a detailed report of service at the conclusion of each month including the daily total of automobiles parked, recorded inclement weather conditions, guests issues, i.e., concerns, accidents, and complaints, client satisfaction and performance improvement surveys
 - **2.3.2** directional road signs
 - 2.3.3 valet parking tickets
 - 2.3.4 lockout kits and/or lockout service
 - 2.3.5 valet cones
 - **2.3.6** valet box/valet office
 - 2.3.7 handheld communication devices, i.e., radios, cell phones
 - **2.3.8** flat tire assistance

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- **2.3.9** flashlights
- 2.3.10 jumper cables.

3. SPECIFICATIONS AND REQUIREMENTS FOR BIDDER

- 3.1 Bidder must provide supervision of attendants and generally monitor the progress and the provision of the service. All employees provided for staffing must be at least 19 years of age with previous valet operator experience and experience of servicing the needs to the physically impaired. Vendor must conduct criminal background checks, random drug/alcohol screenings and annual Department of Motor Vehicle record checks of all employees assigned to meet the staffing needs. All valet attendants should complete some type of valet and/or driver training. A copy of content of the vendor's training shall be provided as upon request within three (3) days of request for review and approval for award.
- required by this contact, contractor must furnish a Certificate(s) of Insurance to MCL as part of its bid proposal and must furnish same prior to any work being performed under this contract. Policies should provide compensation insurance, public liability, property damage and should include a 30 day notice of cancellation. This certificate shall specify parties who are additional insured or loss payees. Submitted proofs of insurance shall account for all necessary bonds, policy types and endorsements, in accordance with the stated specifications.
- **3.3** Failure to provide proof of availability of coverage, as required, may result in bid rejection.
- to MCL as to form or substance, or if a company issuing any such policy shall become unsatisfactory to MCL, the other party shall obtain a new policy, submit the same to MCL for approval and submit a certificate of insurance as required in the contract. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of MCL, may be forthwith declared suspended, discontinued, or terminated. Failure of the other parties to take out and/or maintain any required insurance, shall not relieve the other parties from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the other party concerning indemnification.

4. Minimum Requirements for Parking Attendants

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4.1 High risk drivers are prohibited from being employed as a valet under this contract. A high risk driver is defined as an individual having three (3) or more convictions, guilty pleas and/or nolo contendere pleas for moving violations or an individual having a single conviction, guilty plea or nolo contendere plea for operating a vehicle while intoxicated, hit and run driving, vehicular negligent injury, reckless operation of a vehicle or similar violation, within a one (1) year period. The Department of Motor Vehicle record documentation must be presented to the designated Medical Center of Louisiana staff within 7 days when and if requested prior to working under this contract.

All drivers employed as valets must possess a current and proper class driver's license. License must be presented to the designated Medical Center of Louisiana staff within 7 days when and if requested prior to working under this contract.

5. CONFIDENTIALITY AND SECURITY

All State property, materials and documents are to be left undisturbed and are not to be handled, read, or otherwise used by contractor's or contractor's employees. Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of state property by contractor or contractor's employees shall be cause for immediate contract cancellation. Any liability, including but not limited to attorney's fees and court costs, arising from any action of suit brought against the State of Louisiana or MCL because of contractor's release of information, documents, or property shall be borne by the offending contractor.

6. NOTICE REQUIREMENTS

6.1 Contact person and mailing address: Contractor shall designate one or more persons responsible for contractor's work under this contract and shall provide to the Director of Policies and Planning or designee, the names, addresses, telephone and beeper numbers of such person or persons. This information shall be kept current at all times.

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6.2 All correspondence and notices to MCL are to reference the purchase order number and shall be deemed effectively given when personally delivered or sent by certified mail, return receipt requested, address as follows:

As to MCL:	As to the contractor:
Medical Center of Louisiana	Address on bid
Department of Purchasing	That ess on bid
2021 Perdido Street	
New Orleans, Louisiana 70112	

7. PAYMENT TERMS

7.1 There will be no payment in advance. Vendor must submit invoice to MCL that conforms to the purchase order in terms of fees. Purchase order number must appear on invoice. Payment will be made in thirty (30) days receipt of invoice and acceptance of invoice by MCL.

8. APPROPRIATION CLAUSE

8.1 This agreement is subject to and conditioned upon the continuation of appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract.

9. OTHER GENERAL TERMS AND CONDITIONS

- 9.1 The contractor shall not assign any interest in this contract, whether by assignment or novation, without prior written consent of MCL, provided, however that claims for money due or to become due to the contractor from the State may be assigned to a bank, trust company, or other financial institution without prior written consent. Notice of such assignment or transfer shall be furnished promptly to MCL.
- 9.2 It is hereby agreed that the legislative auditor of the State of Louisiana shall have the option of auditing all accounts of the contractor which

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- relate to this contract. Records will be made available during normal working hours for this purpose.
- 9.3 At present, approximately 40-70 patients are parked per day. If additional services are opened at the Lord and Taylor site located at 1400 Poydras and/or the volume of patients increases causing the hospital to need additional valet attendants, vendor to provide the minimum number of valet attendants needed per increase in patient load. The price per each valet attendant is estimated per increase of 10 patients/vehicles per day and should be provided as part of the bid proposal. Additional valet attendants cannot be added unless prior approval is obtained by the Director of Policies and Planning or designee.

10. STATUS OF CONTRACTOR

10.1 It is acknowledged by the contractor and MCL that contractor is an "Independent Contractor" and nothing in this invitation for bid and subsequent purchase order is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow MCL to exercise control or direction over the manner or method by which contractor performs its responsibilities under this contract. Contractor understands and agrees that for its employees who perform services on the premises of MCL remain employees of and under the control of the contractor.

11. JOB SITE RULES AND REGULATIONS FOR VENDORS

- **11.1** No profanity or any type of music will be tolerated in or around the property.
- **11.2** No littering.
- 11.3 No smoking.
- **11.4** All vendor representatives are to confine themselves to their respective work areas. Workers found roaming or loitering in non-work areas will be banned from the job site.

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Attachment I

Holidays are defined as:

<u>Holidays</u>	2011	2012
New Year's Day		Monday, January 2, 2012
Martin Luther King, Jr.'s Birthday		Monday, January 16, 2012
Lundi Gras		Monday, February 20, 2012
Mardi Gras		
Good Friday		Tuesday, February 21, 2012
Easter		Friday, April 6, 2012
Memorial Day		Monday, April 9, 2012
Independence Day	Monday, July 4, 2014	Monday, May 28, 2012
Labor Day	Monday, July 4, 2011	Wednesday, July 4, 2012
Thanksgiving Day	Monday, September 5, 2011	Monday, September 3, 2012
	Thursday, November 24, 2011	Thursday, November 22, 2012
Friday after Thanksgiving	Friday, November 25, 2011	Friday, November 23, 2012
Christmas Eve	Friday, December 23, 2011	Monday, December 24, 2012
Christmas Day	Monday, December 26, 2011	Tuesday, December 25, 2012
New Year's Eve	Friday, December 30, 2011	Monday, December 31, 2012

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